Settlement to give SBC voice mail customers a rebate

BY TAMMY CHASE Business Reporter

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	STATE OF ILLINOIS	Alvando Dean SR
	ILLINOIS COMMERCE-COMMISSION	3663 West 166th Street
	MR. FRANKLIN	Markham, IL 60426
	Chicago/springfield Illinois	708-596-5143
	MARCH 6, 2	2004
•		
	Dear MR. FRANKLIN,	
	SBC EXECUTIVES - Names', Co	INSUMER MARKETING
	MR. JEFF URBANEK -#43.95	
a.	PAUL Roth-President-SBC Co	insumer Markets Midwest
3	MR. TIM EXCUTIVE SECINT	
	Caral MaxiNe Excutive SBC I	
	DONNA M. FIRDAY Bervice S'BC R	•
	PARAGRAPHS: (1),(2), (3) (9)	
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i	which are done of Them i	<u>.</u>
	(TO SBC / Commission)	
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E.	What 90's around forme aroun	id 1
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· K.	Al Sando Dear	SR. Slamming my Phone Bills
6BC	Deceptive Business Practices	For horagoloing Breach of Contract.





April 5, 2004

Sally Boyle Citizen's Advocate Consumer Protection Division 500 South Second Street Chicago, IL 62706

Re: Alvando Dean

File No: 2004-CONSC-00097270

Dear Ms Boyle,

I am writing in response to the above-mentioned complaint filed by Alvando Dean, regarding the addition of SBC Long Distance to his home service.

Mr. Dean states he was quoted a price of \$43.95 for SBC local and SBC Long Distance service. He further states this price was all inclusive. Mr. Dean stated he received no information advising him of additional taxes and fees that may apply. Executive Appeals spoke to Mr. Dean in February of 2004. At that time, Mr. Dean faxed all paperwork he had relating to the monthly fee. The correspondence Mr. Dean faxed did advise of the additional taxes and fees a 41895

PRESENT COME CERTAINER Mr. Dean was advised of the above information in February, by the Executive Office, when he filed a complaint with the Illinois Commerce Commission. Executive Appeals spoke with Mr. Dean again on April 5, 2004. Mr. Dean was again advised of the abovementioned information. Mr. Dean mentioned his bills have been over \$100 the past few months. Executive Appeals reviewed the bills and show the increase was due to collect calls being received at his home.

SBC trusts this answer satisfies the complaint filed by Mr. Dean. If you have any further question regarding this matter, you may contact me at the number listed below.

Sincerely,

化自用物 使未放弃 化原类 化新四烷基金 Tim Spainhower **Executive Assistant** (800) 592-5386, extension 41802

Deceptive Business practices
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See SBC entered into the

Settlement when said by CUP attorney Robert Kelter. 19

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See SBC Was Sued by CUB Attorney Robert Kelter 1999. For WRONG DOMG.

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Bills
Deceptive Business PRACTICES.

3452 W. 159th Street, Markham, IL 60426 Phone: 708-596-2990 Fax: 708-596-2989

Copier Dynamics, Inc.

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SBC P.O. Box 7215 Indianapolis, IN 46207



300101 143534 0001637 337 0 Alvando Dean 3663 W 166th Harvey, IL 60426

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If you have not already listened to a message on your Voice Mail, please follow these steps:

- If you hear an interrupted dial tone, it means that your Voice Mail has been activated and you may have a message. Some telephones have a light to indicate new messages. (Note: You can still make phone calls even if you have a message waiting.)
- From your home phone, call the Voice Mail access phone number or press *98 (not available in all areas).
- When asked for your temporary password, enter 1234.
- Follow the voice instructions to enter a new password and to record a personal greeting (up to two minutes long) that people will hear when they are connected to your Voice Mail.

To listen to your messages, see the instructions enclosed. We think you'll be pleased with the ease and convenience of Voice Mail. Thank you for choosing SBC products and services.

Important Information

- Your Voice Mail access phone number is: (708) 757-1400
- Your temporary password is 1234
- The Voice Mail Helpline number is 1-800-223-9960

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To Specif

Keeping in Touch

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DSL Internet Services

1-800-244-4444

www.sbc.com

Important Numbers

Installation

Residential: 1-800-244-4444 Small Business: 1-800-660-3000 Large Business: 1-800-480-8088

Bilingual Services

Spanish: 1-800-621-4533 Polish: 1-800-417-1588 Repair: 1-800-611-4466

Call Before You Dig!

JULIE: 1-800-892-0123 In Chicago, DIGGER: 1-312-744-7000

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Why DSL Internet Services?

- Download speeds up to 768 kbps 25x faster than a dialup modem for quick web navigation.
- A reliable connection that is always on.
 No dialing, no busy signals.

Informed Customer of Work Completion and Ensured "Very Satisfied" with SBC

Cleaned All Work Materials: Technician Wore Shoe/Boot Covers

- Your own private line: no sharing bandwidth with your neighbors.
- Five Ameritech.net e-mail accounts.
- Technical support, 24 hours a day, 7 days a week.

Order your DSL internet services: 800-244-4444 www.sbc.com

Customer Copy

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VOICE TERMS AND CONDITIONS

AGREEMENT FOR SBC LONG DISTANCE INTEREXCHANGE, INTERSTATE, AND INTERNATIONAL LONG DISTANCE SERVICE INCLUDING CALLING CARD CALLS

THANK YOU FOR USING SBC LONG DISTANCE SERVICES. THE SBC LONG DISTANCE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THESE TERMS AND CONDITIONS AND ANY WRITTEN AGREEMENT. THESE TERMS AND CONDITIONS ALSO APPLY TO INTRASTATE LONG DISTANCE SERVICES IN THE STATES OF INDIANA, IOWA, MICHIGAN, MONTANA, NEVADA, NEW JERSEY, NORTH CAROLINA, NORTH DAKOTA, OREGON, UTAH, AND VIRGINIA. FOR INTRASTATE TERMS AND CONDITIONS THAT VARY FROM THOSE FOUND IN SECTIONS 2.1 THROUGH 2.33, SEE SECTION 2.34.

IFYOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE AND IMMEDIATELY CONTACTYOUR SBC CUSTOMER CARE CENTER OR SALES REPRESENTATIVE TO CANCEL SERVICE.

2.1 Definitions

Applicant: Any entity or individual who applies for Service under this Guidebook.

Authorized User: A person, firm, corporation, or other entity (including Customer) that (a) is authorized by Customer to be connected to and utilize the Company's Services under these terms and conditions or (b) either is authorized by Customer to act as Customer in matters of ordering, changing, or canceling Service or is placed in a position by Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

Blocking: A temporary condition that may be initiated so that Customer cannot complete a telephone call,

Company: Southwestern Bell Communications Services, Inc. d/b/a SBC Long Distance and Southwestern Bell Long Distance ("SBC LD").

Customer: A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with this Guidebook.

Customer('s) Premises: Location(s) designated by Customer where Service is originated/terminated.

Dedicated Access: Service utilizing a non-switched connection from Customer's Premises to the point of presence ("POP") selected by the Company for origination and/or termination of calls. When the Dedicated Access is used for overlayed Switched Services, the Dedicated Access is referred to as a Dedicated Voice Access line. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as the local loop.

End User: The person or legal entity that uses the Service provided by the Company.

FCC: Federal Communications Commission or any successor agency.

Guidebook: The applicable SBC Long Distance Product Reference and Pricing Guidebook, which contains Service descriptions, service level agreements, and current rates and charges posted on the Internet at: www.sbc.com/public_affairs.

LEC: Local Exchange Carrier.

Local Access: The Service between Customer's Premises and a Company-designated point of presence ("POP").

Local Access Provider; An entity providing Local Access.

Service(s): Any or all services provided by SBC LD pursuant to this Guidebook.

Third Party Vendor: A company, entity, or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

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SBC LD provides voice interexchange telecommunications Services, where authorized and where necessary arrangements exist with other providers, for communications originating and terminating in the United States, or between the United States and international points. Service areas are subject to change. SBC LD arranges for installation, operation, and maintenance of the Service in accordance with these terms and conditions.

2.3 Limitations on Service

Service is offered subject to the availability of the necessary systems, facilities, and equipment, and where SBC LD provides Service. SBC LD may refuse to provide Service to or from a location where the necessary systems, facilities, or equipment are not available. As used herein, the terms "availability" and "available" refer to systems, facilities, and equipment owned by SBC LD and SBC LD's current capacity purchased from third party providers. In cases where Service is not currently available, SBC LD shall not be obligated to provide Service by a particular time or in a particular manner. If the parties cannot agree concerning the provision of currently unavailable Service, either party may cancel Customer's order for such Service. Service is subject to the following limitations:

- (a) SBC LD reserves the right to discontinue or limit Service when necessitated by conditions beyond its control or when Service is used in violation of these terms and conditions or the law.
- (b) SBC LD does not undertake to transmit messages, but offers its Service when available, and shall not be liable for errors in transmission or for failure to establish connections.
- (c) SBC LD reserves the right to refuse to process Third Party Vendor calls when standard validation techniques cannot confirm acceptance.
- (d) SBC LD reserves the right to refuse to process travel card or calling card billed calls when authorization cannot be validated.
- (e) SBC LD reserves the right to discontinue or limit Service, or to impose requirements, as required, to meet changing regulatory or statutory rules and standards.
- (f) Service offered by SBC LD is available only in states where SBC LD has obtained authority to provide Services.
- (g) SBC LD may rely on third parties to provide a portion of the Service. Selection of Third Party Vendors is made by SBC LD, which reserves the right to change Third Party Vendors at any time.
- (h) SBC LD reserves the right to add, change, or delete Services at any time.
 (i) SBC LD does not offer 101XXXX dialing. Except for Operator Toll Assistance Service and Directory Assistance Service, the Applicant or Customer must affirmatively select SBC LD as the long distance service provider to receive Service from SBC LD.
- (j) SBC LD does not generally provide echo suppression. For Services that require Dedicated Access to reach the long distance network, SBC LD will determine, in its sole discretion, when echo suppression will be provided.
- (k) SBC LD's failure to give notice of default or to enforce or insist upon compliance with any of these terms and conditions, or SBC LD's grant of a waiver of any term or condition herein or of an extension of time for performance will not constitute a permanent waiver of any such term or condition.

2.4 Assignment or Transfer

SBC LD controls all Services provided under these terms and conditions and Customer may not transfer or assign the use of Services without the express consent of SBC LD. SBC LD's consent shall be in its sole discretion.

2.5 Customer Access

Except as stated otherwise in these terms and conditions, Customer may access SBC LD's network as follows: If Customer's access line is pre-subscribed to SBC LD, Customer dials 1, plus the area code, plus the seven-digit number.

2.6 Use of Service

Customer may use Service for any lawful purpose. Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, number, process, or code. All right, title, and interest to such items remain, at all times, solely with SBC LD. Recording of telephone conversations on the Service provided by SBC LD under these terms and conditions is prohibited, except as authorized by applicable federal, state, and local laws.

Service may be cancelled as follows:

- (a) <u>Cancellation by Customer</u>. Customer will be responsible for payment of all charges for Service until a PIC change occurs, until a date specified by Customer through proper notice, or until an agreed-upon cancellation date, if applicable. If Customer obtains Service under a term plan agreement, early termination charges may also apply.
- (b) <u>Cancellation by SBC LD</u>. SBC LD, upon 5 days' notice to Customer and in accordance with applicable law, may discontinue Service without incurring liability: (I) When any sum owed SBC LD is not paid within 30 days after the due date printed on the bill.
- (II) If there is a reasonable risk that criminal, civil, or administrative proceedings or investigations may be instituted against SBC LD based on the contents of transmissions.
- (III) If after three full billing cycles the Service has not been used.
- (IV) When Customer fails to provide assurances of or security for the payment of SBC LD's charges.
- (c) <u>Discontinuance of Service</u>. Customer shall be subject to discontinuance of Service without notice:
- (I) For violations of law.
- (II) For SBC LD to comply with any order or request of any governmental authority having jurisdiction over the Service.
- (III) For unauthorized or unlawful use of calling card numbers and authorization codes. These numbers and codes are issued by SBC LD to Customer and may not be sold or otherwise distributed without written consent of SBC LD.
- (IV) If Customer's check or draft is returned unpaid for any reason after one collection attempt.
- (V) For Customer's or End User's misuse or fraudulent or unlawful use of the long distance network. As used herein, the term "misuse" means, with respect to consumer or residential Service, use of the Service for non-standard residential or non-residential purposes, including but not limited to commercial or broadcast facsimile, resale, telemarketing, permanent or semi-permanent Internet connections, and autodialing.

(VI) For emergencies.

(VII) For providing insufficient or fraudulent billing information.

(VIII) If the Service is used by Customer or its End Users in a manner that harasses others or interferes with the use of SBC LD's Services by other customers.

When Customer has authorized SBC LD as its agent for ordering Dedicated/Local Access, SBC LD will also request the disconnection of Dedicated/Local Access in connection with the discontinuance of SBC LD's Service.

2.8 Cancellation of Application for Service

When Customer or Applicant cancels an order prior to the start of installation of Service or the start of special construction, no charge applies. Where installation has been started prior to cancellation, a cancellation charge equal to the costs incurred by SBC LD, but not greater than the charge for the minimum period of Service shall apply. Customer or Applicant is also responsible for all costs incurred expressly on its behalf by SBC LD, including those costs SBC LD incurred as an agent of Customer or Applicant. If special construction has either begun or has been completed, but Service has not been provided at the time that Customer or Applicant cancels the order, Customer or Applicant is responsible for all construction costs incurred by SBC LD on its behalf.

2.9 Initial Contract Period

Unless otherwise agreed to, the initial contract period for Service is one month. Thereafter, contract periods shall be for successive one-month periods.

2.10 Obtaining Services

Acceptance or use of Service offered by SBC LD shall be deemed an application for such Service and an agreement by Customer to subscribe to, to use, and to pay for such Service. Customer must provide SBC LD with whatever authorization(s), proof of identification, and/or other information SBC LD deems appropriate. These terms

a calling card issued by a LEC. Service descriptions, service level agreements, and current rates and charges are available at: www.sbc.com/public_affairs.

2.11 Establishment of Credit and Deposits; Toll Restriction; Credit Limits

(a) SBC LD reserves the right to require all Customers and/or Applicants to establish, re-establish, and/or maintain creditworthiness at any time and to the satisfaction of SBC LD. SBC LD reserves the right to examine the credit record and check the references of Customer or Applicant at any time. If Customer's or Applicant's financial condition is unknown or unacceptable, SBC LD reserves the right to require a security deposit, which SBC LD may apply to overdue charges. SBC LD shall determine the amount of any deposit, in its sole discretion, up to three months' estimated usage. SBC LD shall pay interest on deposits as required under state law. SBC LD may review Customer's account to determine whether all amounts due have been paid within these terms and conditions. If Customer's payment history is satisfactory, SBC LD shall refund the deposit in full within the time prescribed under state law.

(b) SBC LD reserves the right to refuse Service to any Applicant who is indebted to SBC LD for Service(s) previously furnished (whether or not at the same location) until satisfactory payment arrangements have been made for all such indebtedness. SBC LD further reserves the right to refuse Service to any Applicant who is currently indebted to SBC LD for Service(s) on another SBC LD account, until satisfactory payment arrangements have been made for all such indebtedness. SBC LD may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for the payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions exist, SBC LD may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior and/or concurrent indebtedness. SBC LD reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Service, fraudulent use of Service, suspension or disconnection of Service, initiation of a proceeding by or against Customer under the U. S. Bankruptcy Code, or any material breach, where not prohibited by federal law, rule or regulation.

(c) SBC LD may regularly review Customer's toll usage in order to protect itself from fraudulent or excessive usage by high-risk Customers or Customers who are delinquent in their payments. When SBC LD determines that the usage volume increases the likelihood that Customer will not pay or will be unable to pay for usage, SBC LD may implement its toll blocking process. Pursuant to that process, SBC LD may place a restriction on or discontinue Customer's use of domestic and/or international long distance Services, including Calling Card use, 1+, 0+, and/or all 900/976/700/500 calls until Customer makes payment arrangements satisfactory to SBC LD. Access to local calling, operator-assisted calls, emergency services (9-1-1), 800 and 888 calls will not be affected. In the event that toil access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted Services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of Service. This process allows SBC LD to reasonably limit the amount of toll usage Customer may accumulate.

(d) SBC LD may establish credit limits for new and existing Customers. Where a credit limit is established for Customer, Customer will be notified of his/her initial credit limit amount and any subsequent credit limit changes, only if lower than SBC LD's standard credit limit. SBC LD reserves the right to refuse to furnish a calling card to any Customer or Applicant SBC LD deems high-risk. Where Customer becomes delinquent in payments, a new credit limit may be established that is lower than Customer's initial credit limit. In the event Customer's established credit limit is exceeded, or in the event Customer becomes delinquent in his/her payments, SBC LD may implement its toll blocking process, as described above. SBC LD shall provide notice of adverse action regarding credit limits in accordance with federal and/or state laws and/or regulations.

"Credit Hold" status in the event Customer fails to establish, re-establish, and/or maintain creditworthiness at any time to the satisfaction of SBC LD. While Customer is on "Credit Hold" status, SBC LD may suspend or cancel the provisioning of any new Service ordered by Customer and refuse to accept any . new orders for Service from Customer.

(f) Credit decisions are based, in whole or in part, on information obtained in a credit report. Customer has the right under the Equal Credit Opportunity Act to receive a statement of reasons for adverse action taken within 60 days of notification. A statement of reasons can be obtained by contacting:

Experian Business Information Services Attn.: Commercial Relations 600 City Parkway Orange, CA 92868 888-211-0728 nr Dun and Bradstreet Customer Resource Center 899 Eaton Avenue

Bethlehem, PA 18025

800-234-3867

The Federal Credit Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the credit applicant has the capacity to enter into a binding contract); because all or part of the credit applicant's income derives from any public assistance program; or lacause the credit applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

2.12 Advance Payments; Credit Card Authorizations

SBC LD reserves the right to require advance payments from Customer and/or Applicant when, in SBC LD's sole judgment, Customer and/or Applicant presents an undue risk of nonpayment. Such advance payments may be required instead of, or in addition to, a security deposit, in an amount up to the estimated installation charges plus three months' estimated billings. SBC LD shall be authorized to apply such advance payments against Service charges incurred by Customer and/or Applicant. SBC LD shall not pay interest on advance payments, unless specifically required under state law. SBC LD may alternatively require Customer and/or Applicant to authorize Credit Card billings for advance payments as described below.

2.13 Payment and Billing

(a) Customer is responsible for payment of all charges for Service furnished to Customer, its agents, or End Users. Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice. Monthly recurring charges continue to accrue during any suspension of computing partial-month charges; a month is considered to consist of 30 days. SBC LD will bill calls in whole-minute increments, unless otherwise stated in the Service description of Customer's calling plan. Partial minutes are rounded up to the next whole minute. If the charge for a call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

(b) Bills are due and payable upon receipt. Customer is liable for any reasonable fees and expenses including attorneys' fees SBC LD incurs in the collection of charges owed to SBC LD. SBC LD may also charge Customer a late fee on the overdue charges of \$5.00 or 1.5% per month, whichever is higher, but in no event more than the maximum amount allowed under state law. Charges may be

where on limitation analies

(c) SBC LD may assess a charge of \$25.00 whenever a check or draft presented for payment of Service is not accepted by the institution upon which it was written.

(d) Credit Card billing and automatic withdrawal from Customer's checking or savings account may be available. If Customer presents an undue risk of nonpayment at any time, SBC LD may require Customer to pay its bill in cash or the equivalent of cash. With Credit Card billing, charges for Service provided by SBC LD are billed on Customer's designated and approved Credit Card. Should Customer cancel or change a designated Credit Card for billing, Customer shall promptly inform SBC LD and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between Customer and Customer's designated Credit Card provider. Call detail will not be included in the Credit Card bill, but will be provided by SBC LD by separate mailing.

(e) Customers that are direct-billed (as opposed to a shared-bill from a LEC or CLEC) must provide SBC LD updated information within 15 days of a change in billing address and/or contact information. If Customer fails to provide such updated information promptly, SBC LD reserves the right to terminate Service on 5 days' oral or written notice to Customer's last known address or contact number.

2.14 Disputed Bills

Customer may in good faith withhold payment of any disputed charges. A charge is not "disputed" until Customer provides SBC LD a written explanation of the disputed charge. If SBC LD determines that the charges are valid, SBC LD will notify Customer of this resolution of the dispute and Customer must pay all such charges within 10 days.

2.15 Changes to Rates, Charges, Terms, and Conditions

Except as otherwise provided in a written agreement, SBC LD may periodically make changes to its rates, charges, terms, and conditions. SBC LD will provide Customer with at least 10 days' advance written notice for rate and charge increases and changes to terms and conditions that adversely affect Customer. Rate and charge decreases and changes to terms and conditions that do not adversely affect Customer will be made without advance notice. Use of Service after changes take effect constitutes acceptance.

2.16 Tax Exemption Certificate

In order to be granted tax-exempt status, Customer shall provide SBC LD with copies of all tax exemption certificates and other documentation required by SBC LD. Customer will be billed for all applicable taxes and will be responsible for their payment until such time as SBC LD has ceased billing the applicable taxes. SBC LD is not liable for refunding the amount of the taxes paid by Customer. Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.

2.17 Notices

Any notices provided by SBC LD are deemed given and effective upon the earlier of (a) actual receipt by Customer, (b) three days after mailing if sent by mail, (c) the day after express overnight delivery, or (d) the day the notice is left at Customer's Premises. Notices will be sent to Customer's last billing address provided to SBC LD by Customer.

2.18 Lost or Stolen Calling Card or PIN

Customer shall give notice to SBC LD of unauthorized use of Customer's calling card(s) and/or PIN(s) upon knowledge of facts that would alert a reasonable person to the possibility of unauthorized use of Customer's calling card(s) or PIN(s). Upon receipt of notice, SBC LD may deactivate the PIN(s) associated with the card(s). If requested by Customer, a new calling card and PIN may be issued to Customer. Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by SBC LD.

Customer or others may not rearrange, move, disconnect, remove, or attempt to repair any SBC LD-provided facilities, other than by connection or disconnection to any interface means used, except with the written consent of SBC LD. SBC LD may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the installation, operation, and/or maintenance of Customer's or SBC LD's facilities and/or equipment are in compliance with these terms and conditions. Upon reasonable notice, the facilities and/or equipment provided by SBC LD shall be made available to SBC LD for such tests and/or adjustments as may be necessary for their maintenance in a condition satisfactory to SBC LD. No interruption allowance shall be granted for the time such tests and adjustments are made, unless such interruption exceeds 24 hours and an allowance is requested by Customer.

2.20 Interconnection

(a) Customer shall ensure that the facilities and/or equipment provided by Customer are properly interconnected with the facilities or equipment of SBC LD and comply with applicable regulations of the FCC. If Customer maintains or operates the interconnected facilities or equipment in a manner that results, or may result, in harm to SBC LD's facilities, equipment, personnel, and/or quality of Service, SBC LD may, without any liability, disconnect Service until Customer provides protective equipment at Customer's expense.

(b) Subject to the technical limitations established by SBC LD, the Service may be interconnected with services or facilities of other authorized communications common carriers and with private systems. Any special interface equipment or facilities necessary to achieve compatibility between SBC LD-provided equipment and facilities and those of other carriers shall be provided at Customer's expense.

(c) SBC LD or Third Party Vendors may substitute, change, or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the Service provided to Customer. In the event that technical parameters change as a result of SBC LD's actions, SBC LD will provide Customer 25 days' notice prior to such change.

(d) Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for interconnection. Customer will be responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. Customer must ensure that the signals emitted into the long distance is network do not damage SBC LD-provided equipment, injure personnel, or degrade Service to other users of the long distance network. In addition, Customer must comply with applicable LEC signal power limitations. Customer shall indemnify and hold SBC LD harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that Customer's calling card or PIN has been lost, stolen, or fraudulently issued or used. Customer shall pay SBC LD amounts equal to the monthly recurring charges that would have been paid had SBC LD been able to commence or to continue to provide Service, in the event that SBC LD's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of non-performance by Customer of any obligation set forth in these terms and conditions.

2.21 Taxes and Surcharges

Customer will be responsible for the payment for all Services provided by SBC LD and for the payment of all excise, sales, use, gross receipts, or other taxes and surcharges. Federal excise tax, and state and local sales, use, and similar taxes and surcharges shall be billed separately from charges for Services. SBC LD may also impose surcharges on Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or to pay to, others in support of statutory or regulatory programs (e.g., universal service funds). SBC LD will not provide advance notice of changes to taxes and surcharges, except as required by law.

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, , t In certain instances, Customer may be subject to LEC access charges or message unit charges to access SBC LD's network or to terminate calls. SBC LD shall not be responsible for any such local charges incurred by Customer in gaining access to SBC LD's network; nor shall SBC LD be responsible for a Local Access Provider's performance or failure to perform. SBC LD may order such Local Access and pass through any such charges.

2.23 SBC Long Distance's Limitation of Liability

The provisions of this Section do not apply to errors and omissions caused by SBC LD's willful misconduct, fraudulent conduct, or violations of law:

- (a) In the event an error or omission is caused by the gross negligence of SBC LD, the liability of SBC LD shall be limited to and in no event exceed the sum of \$10,000.
- (b) Except as provided in Subsection (a) above, SBC LD's liability for damages of any nature arising from errors, omissions, interruptions, or delays of SBC LD, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, changing, moving, or terminating the Service, facilities, or equipment shall not exceed an amount equal to the charges applicable under these terms and conditions (calculated on a proportionate basis where appropriate) to the period such error, omission, interruption, or delay occurs.
- (c) SBC LD will not be liable to Customer for damages or statutory penalties or be obligated to make any adjustment, refund, or cancellation of charges, unless Customer has notified SBC LD in writing of facts sufficient to provide SBC LD with the reasonable basis of any dispute or claim for damages, within 60 days after an invoice is rendered by SBC LD giving rise to such dispute or claim.
- (d) IN NO EVENT SHALL SBC LD BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS. SBC LD will not be liable for any act or omission by any other company(ies) furnishing a portion of the Service or associated facilities or equipment. If SBC LD learns of actual or likely unauthorized, fraudulent, or unlawful use of any SBC LD Service, SBC LD may suspend Service without notice or liability. SBC LD will not be liable for any failure of performance due to the use or abuse of Service by Customer including, but is not limited to, any calls placed by means of PBX-reorigination or any other equipment, service, or device.
- (e) Compensation for any injury Customer suffers due to the fault of third parties must be sought from such third parties. SBC LD will not be liable for any failure of performance due to any action, such as Blocking or refusal to accept certain calls, that SBC LD deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service.
- (f) SBC LD shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury caused by Customer, its agents, or End Users, or by facilities or equipment provided by Customer or any Third Party Vendor.

 (g) SBC LD's liability, if any, with regard to the delayed installation of facilities or commencement of Service shall not exceed \$1,000.
- (h) SBC LD shall have no liability to any person or entity other than Customer and only as set forth herein.

2.24 Force Majeure

SBC LD shall not be liable for any failure of performance hereunder, if such failure is due to any cause or causes beyond SBC LD's reasonable control. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, terrorism, cable cut, natural disaster, or other similar occurrence, any law, order, regulation, direction, action, or request by the U. S. or other government, civil, or military authority, national emergencies, insurrections, riots, wars, labor strife, supplier failures, or preemption of existing Service to restore Service in compliance with FCC Rules. To the extent such an event interferes with SBC LD's performance, SBC LD will be excused from performance during the period of such interference, provided that SBC LD uses all reasonable efforts available to it to avoid such event. If a delaying

terminate the affected Service(s). This Section shall not operate to excuse the payment of money.

2.25 Liability of Customer

Customer shall indemnify, defend, and hold harmless SBC LD (including the cost of reasonable attorneys' fees) against:

- (a) Claims for libel, slander, infringement of copyright, or unauthorized use of any trademark, trade name, or service mark rising out of the material, data, information, or other content transmitted by Customer, its agents, or End Users over SBC LD's facilities or equipment.
- (b) Claims for patent infringement arising from combining or connecting SBC LD's facilities or equipment with facilities, equipment, apparatus, or systems of Customer.
- (c) All other claims (including claims for damage to any business or property, or injury to, or death of, any person) arising out of any negligent or wrongful act or omission of Customer, its agents, End Users, or customers in connection with any Service or facilities or equipment provided by SBC LD. (d) Any and all claims, demands, suits, actions, losses, damages, assessments, or payments asserted against SBC LD and/or any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service by someone other than Customer (e.g., authorized or unauthorized) who has use of the Service directly or indirectly through Customer.
- (e) Any suits, claims, losses, or damages including punitive damages, attorneys' fees, and court costs arising out of the construction, installation, operation, maintenance, or removal of Customer's circuits, facilities, or equipment connected to the Services. This includes, without limitation, Worker's Compensation claims, and proceedings to recover taxes, fines, or penalties for failure of Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the Services.
- (f) Any violation by Customer, its agents, or End Users of any literary, intellectual property, artistic, dramatic, or musical right, or right of privacy.
 (g) Customer shall reimburse SBC LD for damages to facilities or SBC LD-provided equipment caused by the negligence or willful acts of Customer's officers, employees, agents, contractors, and/or users.

2.26 Disclaimer of Warranties

EXCEPT AS THESE TERMS AND CONDITIONS EXPRESSLY STATE, SBC LD MAKES NO EXPRESS OR IMPLIED WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SBC LD DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON SBC LD'S BEHALF AND CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF SBC LD.

2.27 Dispute Resolution

A party alleging a material breach (the "Moving Party") of these terms and conditions may initiate arbitration by giving the other party a written Arbitration Demand Notice. The parties shall jointly select a single arbitrator who is knowledgeable of the general subject matter. If the parties are unable to agree upon an arbitrator within 30 business days of the Arbitration Demand Notice, the Moving Party may request that the American Arbitration Association ("AAA") appoint an arbitrator within 15 days. Arbitration of the dispute shall commence no later than 90 days after such appointment and shall be conducted in a location agreed by the parties, according to the Commercial Arbitration Rules of the AAA, except as modified herein. The arbitrator may set time and other limits for the presentation of each party's case, memoranda, and other submissions, and shall issue a written decision supported by law and substantial evidence as promptly as circumstances permit. The arbitrator shall have no authority in excess of the authority of a court having jurisdiction over the matter. Additionally, the arbitrator shall not alter, revoke, or suspend any provision of these terms and conditions. The arbitration award shall be binding and deemed enforceable in any court of competent jurisdiction. Each party acknowledges that it is giving up judicial

Prior to appointing an arbitrator, either party may seek one or more temporary restraining orders ("TROs") in order to preserve and protect the status quo. Neither the request for, nor denial of, such TRO shall be deemed a waiver of the parties' obligation to arbitrate. The arbitrator may dissolve, continue, or modify such TRO, which shall remain in effect until it expires or is dissolved by the arbitrator, whichever occurs first. No provision of this Section shall limit a party's right to setoff. The exercise of a remedy does not waive the right of arbitration. During dispute resolution proceedings, including arbitration, the parties shall continue to perform their obligations under these terms and conditions, except for obligations directly related to the dispute. Any request for arbitration or for legal action arising in connection with these terms and conditions must begin within 2 years after the cause of action arises. Nothing in this Section shall impair Customer's ability to bring issues concerning Service before the relevant regulatory agency having jurisdiction thereof. This Section shall not apply to residential Customers in the state of California.

2.28 Assignment of Toli Free Telephone Numbers

In accepting Customer's or Applicant's request for a particular Toll Free Service ("TFS") number, SBC LD shall accommodate such request to the extent possible in administering the assignment of 800 numbers on a nationwide basis, in accordance with procedures established by SBC LD. No guarantee of the assignment of a particular TFS number shall be made prior to the initiation of Service. SBC LD shall not be liable for any costs incurred by Customer or Applicant prior to Service if the requested number is not secured. If Customer's or Applicant's TFS number is not used by callers other than for test calls within 90 days of activation of the TFS number or any subsequent period of three full billing cycles, SBC LD may, upon written notice, release the TFS number without liability. Test calling does not constitute use.

2.29 Prohibition of Resale

Except as explicitly authorized in a written agreement, the Service provided hereunder shall not be resold or provided to third parties.

2.30 International Mobile Termination Charge

International calls terminating to a wireless device, such as a cellular phone, pager, personal computer, or personal digital assistant may incur an additional per-minute charge, referred to as an International Mobile Termination Charge.

2.31 Predictive Dialers

Except as explicitly authorized in a written agreement, the use of autodialers, predictive dialers or other devices that generate automated outbound calls in conjunction with the products and services provided by SBC LD is strictly prohibited. SBC LD may terminate and/or block service immediately should Customer use such devices.

2.32 [Reserved for Future Use]

2.33 [Reserved for Future Use]

2.34 State Specific Terms and Conditions for Intrastate Services

To the extent inconsistent with Sections 2.1 through 2.33, the following rules shall apply in the following states:

- INDIANA
- (a) Deposit amounts may be up to twice the estimated average monthly usage. (b) A billing error may be adjusted to the known date of error or for a period of eighteen (18) months, whichever period is shorter.
- (c) If after investigation SBC LD determines that disputed charges are valid, SBC LD will rebill such charges in the next billing cycle.
- MONTANA
- (a) SBC LD shall provide 7 days' written notice before discontinuing Service and will make reasonable efforts to contact Customer in advance of discontinuing Service.
- (b) However, Services shall be subject to discontinuance without notice for emergencies, unauthorized use, any violation of law or of any of the provisions

non-payment by Customer.

- (c) Deposit amounts may be up to twice the estimated average monthly charges.
 (d) In the case of excessive usage, SBC LD will make a diligent effort to contact Customer before implementing its toll blocking process.
- (e) Charges may be assessed for unbilled Service up to 6 months in arrears, except for fraud, where no limitation applies. If these charges are because of SBC LD error, Customer will be offered a reasonable payment arrangement.

 NORTH CAROLINA
- (a) SBC LD shall provide 5 days' written notice before discontinuing Service. The notice period begins the day following the mailing of the notice.
- (b) However, Services shall be subject to discontinuance without notice for fraud.
- (c) Deposit amounts may be up to twice the estimated average monthly charges.(d) An Applicant for residential Service will not be denied Service for failure to pay bills for non-residential Service.
- (e) SBC LD will provide 5 days' written notice and will diligently try to induce Customer to pay before implementing its toll blocking process.
- NORTH DAKOTA
- (a) SBC LD shall provide 10 days' written notice before discontinuing Service.
- (b) Deposit amounts may be up to twice the estimated average monthly charges.
- (c) Service to Customer will not be discontinued for failure to pay for a different class of Service.
- VIRGINIA
- (a) Deposits may be up to twice the estimated monthly charges.
- (b) SBC LD may assess a charge of \$6.00 whenever a check or draft presented for payment of Service is not accepted by the institution upon which it was writtens



Monthly Statement

,	Jan	26 -	- Feb	25,	2004
					1.

Bíll-At-A-Glance	
Previous Bill	126.53
Payment	97.90CR
Adjustments	4.70CR
Past Due - Please Pay Immediately	23.93
Current Charges	129.87
Total Amount Due	\$153.80
Current Charges Due in Full By	Mar 24, 2004

Billing Summary	
Questions? Call:	
SBC Local Services 1-800-244-4444 Repair Service: 1-888-611-4466 Automated Billing/Payment Arrangeme 1-800-873-5501	106.71 ents:
SBC Long Distance 1-800-244-4444	23.16
Total of Current Charges	129.87

News You Can Use - Summary

- AVOID DISCONNECTION
- CARRIER INFO RATE CHANGE
- LIFELINE SERVICE • BEST TIMES TO CALL
- See "News You Can Use" for additional information.

Return bottom portion with your check in the enclosed envelope

ALVANDO DEAN 3663 W 166TH MARKHAM, IL 60426-5325

Page 1 of 5 Account Number 708 596-5143 041 6 Billing Date Feb 25, 2004

SBC Benefits

 Thank you for being an SBC Connections® customer with ALL DISTANCE® service, featuring savings from:

• SBC Illinois

• SBC Long Distance

Your ALL DISTANCE® service includes:

Description Economy Solution Plus™ **Bill Section SBC Local Services**

28.95

National Connections 12 Month Promotion

SBC Long Distance **SBC Local Services** 20.00 43.95

ALL DISTANCE® Total:

Detail of Payments and Adjustments

ltem				
<u>No.</u>	Date	Description	Adjustments	Payments
1	2-21	Payment	14.	97.90
2	2-23	Credit for Overbilled Messages	4.88CR	1 1 1
3	2-27	Late Payment Charges	.18	
Tota	s	•	4.70CR	97.90

Totals	4.70CR 97.90
	ser (
SBC Local Services	
Promotions and Discounts	

Description No. Reward for Economy Solution Plus Promo for bill period Feb 25, 2004

5.00CR

28.95

Manthly Service - Feb 25 thre Mar 24 Economy Solution Plus SM

Residence Usage Serv

Line Charge

Item

Local Saver Pack Unlimitd Plan

Call Waiting

Caller Identification

Calling Name Display

Voice Mail Plus

Alternate Answering

Busy Line Transfer

Msg Wtg Audible & Visual Ind LINE-BACKER®

By choosing Economy Solution Plus ***, you are saving \$14.83 over the cost of the sam services purchased separately.

Three Way Calling
Federal Access Charge
Total Monthly Service

2.25 35.70

U.S. Pat. D410,950 and D414,510

Printed on Recyclable Pape

Amount if Paid AFTER Mar 24, 2004

\$155.83

Amount if Paid ON or **BEFORE Mar 24, 2004** \$153.80

Past Due Charges - \$23.93 - Please Pay Immediately Billing Date Feb 25, 2004 **Account Number**

708 596-5143 041 6 Please include your account number on your check.

ALVANDO DEAN 3663 W 166TH MARKHAM, IL 60426-5325

Make Checks Payable to:

SBC BILL PAYMENT CENTER CHICAGO, IL 60663-0001

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SBC Local Services

Local Calls
Direct Dialed Calls
Local Toll - Over 15 Miles
19 Minute(s) / Flat Rate 1.90
Total for Direct Dialed Calls 1.90

Day Rate: Mon-Fri, 9am-11am, 2pm-8pm Evening Rate: Mon-Fri, 8am-9am, 11am-2pm, 8pm-9pm - 10% Discount Night/Wknd Rate: 9pm-8am, Sat/Sun/Holidays - 40% Discount

4 Call(s) made this month averaged \$.475 per call

Local Saver Pack Unlimited

185 Cali(s) were placed this month

Additions and Changes to Service
This section of your bill reflects charges and credits resulting from account activity. Monthly ltem Description Quantity No. Charges Effective Feb 1, 2004, your Bill reflects a decrease of \$.30 in your Monthly Service charges. Charges are prorated from Feb 1, 2004 thru Feb 24, 2004 1. Monthly Service .24CR Services Changed on Feb 11, 2004 Credits for Services Removed (Monthly Charges were Billed in Advance and are Prorated from Feb 12, 2004 to Feb 25, 2004) .97CR 2. Call Forwarding 2.25 Total Additions and Changes to Service 1.21CR

Lac	al Toll									
No.		Time	Place Ca	iled	Nur	nber	Code	Min		
ltem	ized C	alls								
1	2-10	1101A	HARVEY	ΙL	708	596-5143	DB	2	i	2.98
		FROM	CHI CAGO	IL	773	376-3724				
2	2-10	1108A	KARVEY	IL	708	596-5143	DB	15		4.88
		FROM	CH1CAGO	IL.	773	376-3724				
3	2-10	1124A	HARVEY	IL	708	596-5143	DB	15		4.88
		FROM	CHICAGO	IL	773	376-3724				
4	2-10	1141A	HARVEY	IL	708	596-5143	DB	3		3.15
•		FROM	CHICAGO	IL	773	376-3724			'	
5	2-10	1144A	HARVEY			596-5143	DB	15		4.88
•			CHICAGO			376-3724		•-	,	
6	2-10		HARVEY			596-5143	DB	15	1	4.88
٠	2 .0		CHICAGO			376-3724		•••	i	.,,,,
7	2-10		HARVEY			596-5143	DB	15		4.88
'	E- 10		CHICAGO			376-3724	-			7,00
8	1-40		HARVEY			596-5143	DB	15	1 -4-5-0 -4-	4.88
0	2-10		CHICAGO			376-3724	00	10	1 .	7.00
	0.40					596-5143	OB	15		4.88
9	2-10		KARVEY				ρB	10		4.00
			CHICAGO			376-4058	00	4-	1 ;	4 00
10	2-10		HARVEY			596-5143	DB	15		4.88
		FROM	CHICAGO	IL	773	376-4058			1.1	

ALVANDO DEAN 3663 W 166TH MARKHAM, IL 60426-5325 Page 2 of 5
Account Number 708 596-5143 041 6
Billing Date Feb 25, 2004

No.	Date	Time Place	Called	Number	Code	Min	
11	2-10	400P HARVE	Y IL	708 596-5143	DB	15	4.88
		FROM CHICA	GO IL	773 376-4058			
12	2-10	426P HARVE	Y IL	708 596-5143	DB	15	4.88
		FROM CHICA	GO IL	773 376-4058			
13	2-10	449P HARVE	Y IL	708 596-5143	DBM	15	4.75
		FROM CHICAL	GO IL	773 376-3724			
14	2-10	507P HARVE	Y IL	708 596-5143	EB	15	4.37
		FROM CHICA	GO IL	773 376-3724			
Tota	l Itemiz	ed Calls					64.05 v
Key !	for Call	ing Codes:					p.
B C	ollect	•	D Day	1		E Evening	
M M	lultiple	Rate Period					
							ca or
Tota	i Local	1011					64.05
			l Charge	8			64. V3
Loca	ıl, State	and Federa		8			84.U 3
Loca 9-1-1	i l, State I Emerg			-			.85
Loca 9-1-1 Bille	i l, State I Emerg d for M	and Federa ency System	n				Markey 1 d and 1 and 1
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Loca 9-1-1 Bille State State	i l, State I Emerg d for M e Infras e Additi	and Federa ency Syster arkham tructure Ma	n intenand s	e Fee			.85 .46 .09
Loca 9-1-1 Bille State State	II, State I Emerg d for M e Infras e Additi	and Federa ency Syster arkham tructure Ma onal Charge	n intenand s ance Cre	e Fee			.85 .46 .09
Loca 9-1-1 Bille State State Infra Fede	II, State I Emerg d for M e Infras e Additi estructu eral Uni	e and Federa ency System arkham tructure Ma onal Charge are Maintena	n intenances ance Cre ce Fee	e Fee			.85 .46 .09
Loca 9-1-1 Bille State State Infra Fede IL Ur	II, State I Emerg d for M e Infras e Additi estructu eral Uni	e and Federa rency System arkham tructure Ma onal Charge are Maintena versal Servi	n intenanc es ance Cre ce Fee	ce Fee dit			.85 .46 .09 .79C
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